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Contract Database Metadata Elements

Title: **Wallkill, Town of and Wallkill Town Public Works Unit, CSEA Local 1000, AFSCME, AFL-CIO, Orange County Local 836 (2006) (MOA)**

Employer Name: **Wallkill, Town of**

Union: **Wallkill Town Public Works Unit, CSEA, AFSCME, AFL-CIO**

Local: **Orange County Local 836, 1000**

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AGREEMENT

by and between the

TOWN OF WALLKILL

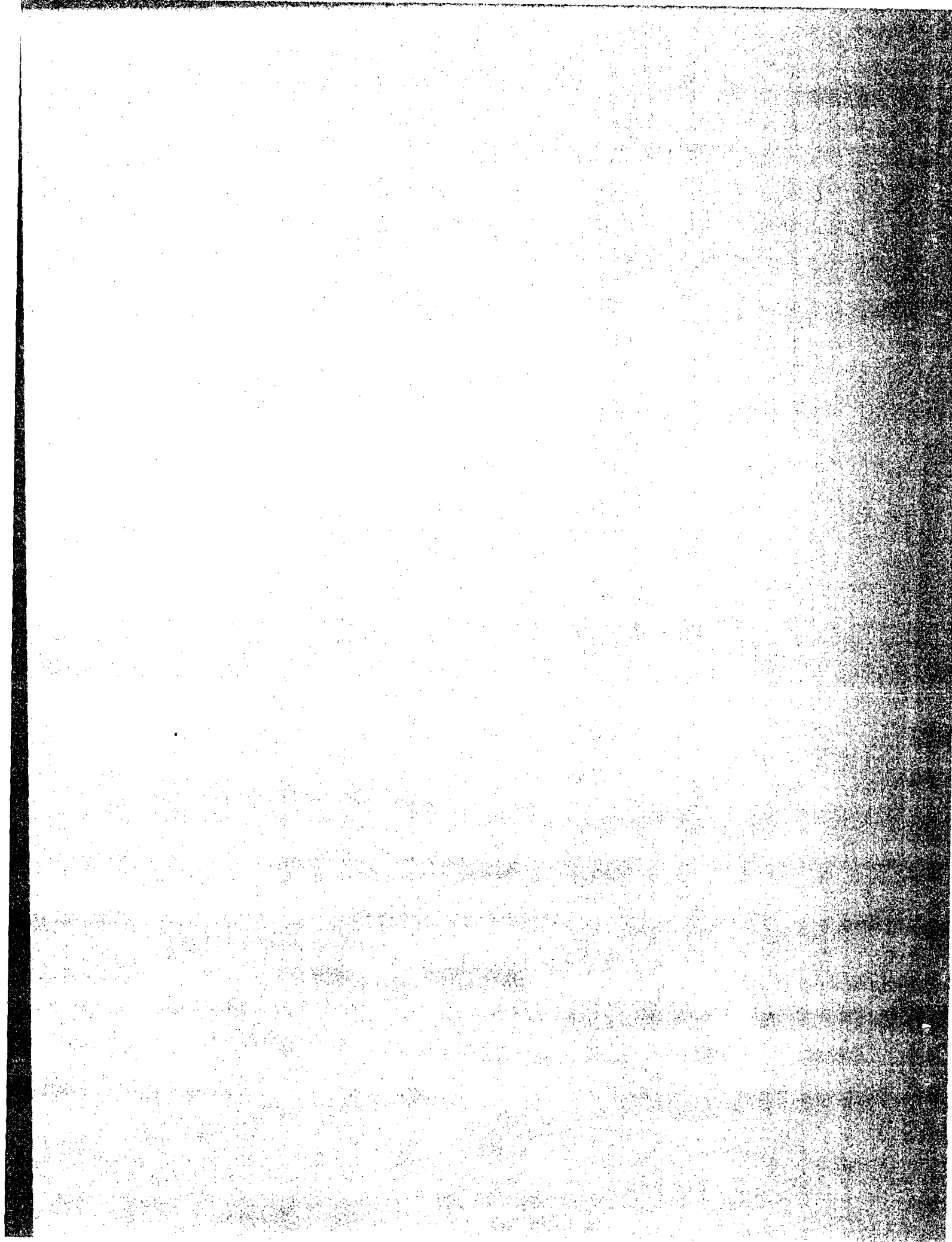
and

CSEA Local 1000 AFSCME,
AFL-CIO



Town of Wallkill Unit
Orange County Local 836

January 1, 2006 - December 31, 2010



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THIS CONTRACT made and entered into as of the 18th day of October, 2006, by and between the Town of Wallkill

AND

Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, as the certified Union for the Town of Wallkill Unit of Orange County Local #836, a membership corporation duly incorporated under the laws of the State of New York, hereinafter referred to as the "CSEA" or "UNION".

ARTICLE 1

RECOGNITION AND DUES DEDUCTIONS

SECTION 1 - RECOGNITION

The **TOWN** RECOGNIZES THE **UNION**, CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., as the sole and exclusive representative for all Department of Public Works hourly employees, Police Dispatchers for the purpose of collective negotiations for terms and conditions of employment and the administration of grievances arising thereunder for the maximum period allowable and in accordance with the terms and conditions of the PUBLIC EMPLOYEES' FAIR EMPLOYMENT ACT, as amended.

SECTION 2 - DUES DEDUCTION

THE CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC., shall have exclusive rights to payroll deductions of dues and union sponsored insurance and benefit program premiums for employees covered by this agreement. Such dues and premiums shall be remitted to the Civil Service Employees' Association, Inc., 143 Washington Avenue, Albany, New York 12210 on a payroll period basis. No other organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the Civil Service Employees Association, Inc. The employer agrees to submit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, N.Y. 12210 each payroll period a list itemizing the deductions of each employee.

The Town shall recognize an AGENCY SHOP whereby it will deduct from the wages of employees and remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues for those employees who sign authorization permitting such payroll deductions. Also, the TOWN shall deduct from all other employees in the unit after 90 days of employment an Agency Fee equal to the amount of regular CSEA membership dues, and shall remit same to the beforementioned address.

SECTION 3 - INFORMATION

The Town of Wallkill shall supply to the Town of Wallkill Unit of CSEA, a list of all employees in the bargaining unit showing the employee's full name, home address, social security number, item number, job title, work location, membership status, any insurance deduction and date of employment. Such information shall hereafter be provided to the Town of Wallkill Unit, CSEA, upon request not to exceed on a quarterly basis.

The Town of Wallkill shall supply to the Town of Wallkill Unit of CSEA on a monthly basis, the names, item numbers, social security number, and work location and date of hire of all new employees. In addition, the employer shall supply a listing of employees showing work location and item and social security numbers, who terminate their employment.

SECTION 4 - ACCESS TO EMPLOYEES

The CSEA Union and its designated agents shall have the sole and exclusive right to access to members of the bargaining unit during working hours to administer this agreement and to explain Civil Service Employees Association's sponsored benefits and programs.

The Employer agrees that no other representative or organizations offering benefits or programs similar to those offered or sponsored by the CSEA, Inc., shall be provided access to bargaining unit employees. The employer further agrees that it will not permit any other organization or union to hold meetings for the purpose of discussing terms and conditions of employment, or be provided meeting space on property or premises owned or occupied by the Town of Wallkill.

Prior approval of Highway Superintendent will be obtained when CSEA representatives are on premises owned and operated by employer, Town of Wallkill.

SECTION 5 - SUCCESSOR CLAUSE

This agreement shall be binding upon the employer and its successor, assignees, lessees, or transferees of the employer or any other parties to contracts with the employer, which successors, assignees, lessees, transferees, or parties provide services similar to those provided by members of the bargaining unit represented by CSEA, Inc.

SECTION 6 - DEFINITIONS

- A. Department of Public Works (DPW) shall be defined by including Highway, Parks, Golf Course and Water & Sewer and Police Dispatch employees.
- B. Department Head shall mean Commissioner of Public Works for DPW and Police Chief for Police Department.

ARTICLE II

WORKDAY - WORKWEEK

SECTION 1 - HIGHWAY DEPARTMENT

The workweek shall consist of forty (40) hours per week, eight (8) consecutive hours per day exclusive of one half (1/2) hour lunch period, five (5) consecutive days per week, Monday through Friday.

The daily work schedules shall be from seven (7:00) A.M. to three thirty (3:30) P.M.

Summer hours for the highway department shall consist of four (4) ten hour days, Monday through Thursday, 6:00 am to 4:30 pm.

Effective January 1, 2007, summer hours shall be modified as follows: Summer hours will begin on the First Monday in April and will end the last Friday in October.

In weeks in which a Town celebrated holiday falls during summer hours, the employees affected shall work a traditional schedule of eight hours daily (with exception of the paid holiday off).

SECTION 2 - WATER AND SEWER, PARKS DEPARTMENTS

The workweek shall consist of forty (40) hours per week, eight (8) consecutive hours per day exclusive of one half (1/2) hour lunch period, five (5) consecutive days per week.

Daily schedules shall be established as needed.

SECTION 3 - GOLF COURSE

The Golf Course Groundskeeper shall set the work schedule which may include Saturday and Sunday as part of the regular 40 hour week with other days off in lieu of Saturday and Sunday.

SECTION 4 - POLICE DISPATCHERS AND POLICE ADMINISTRATORS

A full time dispatcher shall be scheduled to work five consecutive tours of duty, followed by two consecutive tours off. Each scheduled tour shall consist of an eight (8) hour shift. The scheduled tour days shall be Sunday through and including Thursday; Monday through and including Friday; or Tuesday through and including Saturday.

The Police Chief shall assign an employee to a tour and shift schedule, which shall be known as the employee's regular work schedule. The employee's regular work schedule shall remain in effect unless and until changed by the Police Chief, which change shall not be implemented on less than two calendar weeks' notice. A change in the employee's regular work schedule will commence on the first day of the five-day schedule and will then become the employee's regular work schedule.

The Police Chief has the right to implement a temporary change in the employee's regular work schedule on less than two weeks notice to address emergencies resulting from staff shortages. A temporary emergency change in the employee's regular work schedule cannot be used to address on-going staff shortages, that is, a coverage issue resulting from a vacancy in a full time position that has existed for more than two months. A temporary change shall not exceed five tours of duty. After five tours of duty, the employee shall be returned to his/her regular work schedule unless the employee voluntarily continue on the temporary schedule. An employee who is involuntarily continued on the temporary scheduled after the five day period shall be paid time and one-half premium pay for each hour of work after the five days until the employee is reassigned to the regular schedule.

An employee's regular work schedule can be changed by voluntary agreement between the employee and the chief, in which event the foregoing terms shall not apply.

This provision regarding full time police dispatcher work schedule shall be effective January 1, 2007.

SECTION 5 - INTER-DEPARTMENT ASSIGNMENTS

When needed, employees may be temporarily assigned work in other departments other than their own and when assigned shall assume the schedule of that department.

SECTION 6 - PAY DAYS

Paydays shall be bi-weekly with checks available by 11:00 a.m. on Friday, at the employee's reporting location. Checks will be distributed by the Commissioner of Public Works or his

designee. Employees shall not leave their worksite for the purpose of picking up paychecks unless otherwise authorized by the Commissioner of Public Works or his designee.

ARTICLE III

COMPENSATION

SECTION 1 - COMPENSATION IN EFFECT AS OF JANUARY 1, 2001

Effective January 1, 2006, all hourly wages and the salary schedule shall be increased by 3.25% over the December 31, 2005 wage.

Effective January 1, 2007, all hourly wages and the salary schedule shall be increased by 3.25% over the December 31, 2006 wage.

Effective January 1, 2008, all hourly wages and the salary schedule shall be increased by 3.25% over the December 31, 2007 wage.

Effective January 1, 2009, all hourly wages and the salary schedule shall be increased by 3.25% over the December 31, 2008 wage.

Effective January 1, 2010, all hourly wages and the salary schedule shall be increased by 3.25% over the December 31, 2009 wage.

CPI Adjustment

Effective January 1, 2006 and each January 1st thereafter, in addition to the salary increase as per Article III, Section 1, hourly wages and salary schedules shall be increased by 50% of the Consumer Price Index in excess of an annual rate of increase of 3.25% published in September of the year prior to the effective date.

The Consumer Price Index will be based on the average of the current New York Metropolitan area revised Urban Wage Earner and Clerical Worker Index and the current United States Revised Urban Wage Earner and Clerical Worker Index published by the U.S. Bureau of Labor Statistics. The annual rate of increase shall be determined based on the yearly change from September to September of the applicable years.

Effective January 1, 2006 and for the duration of this contract expiring December 31, 2010 any increase in wages and salary pursuant to the CPI formula above shall capped at no greater than 1% annually.

SECTION 2 - MINIMUM RATES

Newly hired employees shall be placed in the title hired for and be paid at no less than the first (1st) year's step.

Additionally, any employee hired as a Mechanic Trainee shall, upon completion of six (6) months satisfactory service, be reviewed by the Commissioner of Public Works and the Shop Foreman. After satisfactory review, the employee shall be promoted to the position of mechanic.

SECTION 3 - INCREMENTS

A. Increment Due Date - Increments hereinafter shall be paid automatically on the employee's anniversary.

SECTION 4 - PART TIME OR TEMPORARY HELP

Part-time temporary or seasonal town employee's rate of pay shall not exceed the equivalent of the hourly rate for a Laborer Step one (I). In the event the employer finds it necessary to employ part-time or temporary help, it shall be allowed to do so on emergency situations. Neither part-time nor temporary help will effect the elimination of a position or employment in the employer's regular work force.

If the regular work force fails to respond to the emergency situation, then anyone hired in a part-time temporary position will be permitted to continue for the duration of the emergency.

SECTION 5 - OVERTIME

A. Time and One-Half Pay

1. Time and one-half (1-1/2) the employee's regular rate of pay shall be paid for all hours worked.
 - a. In excess of the employee's regular scheduled workday.
 - b. For all hours worked on the sixth (6th) or seventh (7th) day of the employee's workweek (except as provided below under B-1A of the Article).
 - c. On a holiday (excepting as provided below under B-1b of the Article) in addition to the holiday pay.

B. Double Time Pay

1. Double time pay (2) times the employee's regular rate of pay shall be paid for all hours worked:
 - a. On Easter Sunday
 - b. On Thanksgiving Day, Christmas Day, on New Year's Day in addition to the holiday paid to the full time employee.
 - c. On all unscheduled Sundays worked.

C. Holiday Compliance

In compliance with this Article and Article IV-C should Christmas and New Year's Day fall on Saturday and Sunday, double time will be paid for such work on Saturday and Sunday and time and one half will be paid plus holiday pay for such work performed on the Friday or Monday alternate day.

Should any other holiday fall on Saturday or Sunday time and one half will be paid for such on Saturday and Sunday and time and one half will be paid plus holiday pay for such work performed on the Friday or Monday alternate day.

D. Rotation of Overtime

Insofar as practicable, overtime work, except work necessary to complete a particular job, shall be distributed as equally as possible among the employees regularly assigned to the job in which the overtime work is to be performed, provided the employees are fully qualified to perform the work required. The opportunities for employees to work overtime shall be rotated among all employees, and an offered opportunity from which the employee is excused shall be considered a missed turn. This does not require a clerical balance of overtime work hours worked. Employees who are called in and do not report within a reasonable time, barring unforeseen circumstances, shall be sent home without compensation for overtime.

1. If qualified employees within the job classification do not volunteer for the required overtime, then the town may, but is not required to, go outside of the job classification in an effort to obtain the needed qualified employees on a voluntary basis.
2. If the town is unable to secure the necessary qualified employees for overtime on a voluntary basis, the least senior qualified employees within the job classification will be required to perform the overtime work.
3. Overtime hours worked shall be posted on a monthly basis specifying the total number of hours worked by each employee. This list shall be posted in locations described in Article VIII - Section 3d 1-5.

E. Consecutive Hours

No employee shall be required to work more than sixteen (16) consecutive hours in any twenty-four (24) hour period without his consent.

SECTION 6 - CALL IN PAY

- A. Employees called to work at a time after his normal work day that is not consecutive with his normal eight (8) hours will be paid a minimum of four (4) hours at the applicable overtime rates.
- B. The Town shall rotate and equalize call in work as equitable as possible.

SECTION 7 - MEAL ALLOWANCES

The meal allowance shall be ten dollars (\$10.00) to be paid after two hours at the end of the normal day and for not less than three (3) hours before the normal day. An additional meal allowance of eight dollars (\$8.00) will be paid for each additional four (4) hours worked until relieved.

SECTION 8 - OUT OF TITLE WORK

- A. Employees who are assigned to work in a higher category for more than three (3) consecutive hours shall be compensated at the higher rate of pay for all time worked that day, (except for employees who are in training).
- B. Police Dispatchers assigned to perform matron duties shall receive time and a half (1½) for all hours worked as matrons, with a minimum of one (1) hour in this capacity. No employee shall be required to work as a matron without the appropriate Town provided training as determined by the Chief of Police.

SECTION 9 - MEO UPGRADE

MEO's with ten (10) years of service shall be eligible to be upgraded to the position of HEO I, provided that the employee has successfully completed a total of 25 hours of documented training on any one of or combination of the following equipment;

Vac All; Backhoe; Roadside Mowers; Loaders; Athey; Boom Truck; or Roller

Employees must also meet any Civil Service job requirements.

SECTION 10 - UNIFORMS

- A. The Town agrees to furnish (after thirty (30) days of employment) eleven (11) changes of uniforms per week at no cost to the employees. Employees who are provided uniforms by the Town shall not work without wearing said uniform. The Commissioner of Public Works may direct the employee to leave the worksite and shall not return without wearing the provided uniform. The employee will not be paid for any period off the job as the result of his failure to wear the uniform.
- B. The short-sleeve shirt will be of orange color with a pocket. Short sleeve shirts pertain directly to Highway, Water and Sewer personnel only. Uniforms for each department shall be listed and incorporated in the attached Appendix.
- C. Police Dispatchers uniforms will consist of three (3) long sleeve shirts, three (3) short sleeve shirts and two (2) pairs of pants issued annually. An annual cleaning allowance in the amount of \$300.00 annually per full time Dispatcher and \$150.00 per part-time Dispatcher annually will be provided in the form of a purchase order or voucher.
- D. A work shoe allowance shall be provided to all employees on an annual basis by means of a purchase order or a voucher not to exceed \$100.00 which will be used to obtain the shoes from a vendor selected by the Town. The purchase order or voucher shall be used during the months of September, October or November each year. The Town will endeavor to select vendor or appropriate local merchant who will be able to provide the employees with a range of shoes for purchase as the work shoe.
- E. A winter clothing allowance of \$150.00 shall be provided to all full time employees by means of a purchase order or voucher to be used annually to purchase winter clothing to be used in the performance of duty for the Town. The Town winter clothing allowance shall be provided to a part time employee who works twenty hours or more for each month during the period of January through March and November through December of the year.
- F. All mechanics shall receive an annual tool allowance of \$250.00 by means of purchase order or voucher, which will be used to obtain tools from a vendor.

SECTION 11 – VEHICLE USAGE

Supervisory positions which have been using Town provided vehicles for commutation to and from work shall continue to do so pursuant to the following conditions:

Employees who reside within the Town shall be permitted to continue to drive a Town provided vehicle at no additional cost to the employee.

Employees who reside outside Town limits will be provided a 25 mile daily credit for commute. Any employee who commutes greater than 25 miles daily to and from work shall reimburse the Town for such mileage above the daily 25 miles at 75% of the IRS mileage reimbursement rate for business miles.

SECTION 12 – CDL TRAINING

Effective the date of the memorandum of agreement or labor contract covering the bargaining unit for the period commencing January 1, 2006 or thereafter (hereby referred to as "Agreement Execution Date") an employee of the Highway Dept., Water & Sewer Dept., Parks Dept., and Golf Course who does not have a CDL license at the time of hire by the Town will be provided the opportunity to train on Town vehicles for the purpose of obtaining a CDL license. The CDL training on Town vehicles will occur during work hours if feasible and if approved by the employee's Supervisor. This training opportunity shall be referred to as "CDL training" for purposes of this agreement. A Town vehicle may be used for CDL Training only pursuant to the terms of this provision. The employee CDL Trainee shall maintain a log and record the training during working hours, setting forth the date, time(s) of day, location, Town vehicle used and other Town employees involved for each CDL training session. The employee CDL trainee shall provide a copy of the employee's learner's permit to the Department head prior to engaging in any CDL training. Each eligible employee will be provided twenty (20) hours CDL training within a six (6) month period and shall be afforded the opportunity for CDL training for one CDL road test during time of employment with the Town. This provision shall not apply for any other purpose other than to assist an employee to obtain a CDL license after the agreement execution date.

ARTICLE IV

HOLIDAYS WITH PAY

A. ESTABLISHED HOLIDAYS

The following shall be paid holidays for full time employees:

| | |
|------------------------|---------------------------|
| New Year's Day | Veterans Day |
| Martin Luther King Day | Thanksgiving Day |
| Presidents Day | Friday after Thanksgiving |
| Memorial Day | 1/2 Day Christmas Eve |
| Independence Day | Christmas Day |
| Labor Day | 1/2 Day New Year's Eve |
| Columbus Day | |

B. FLOATING HOLIDAY

In addition to the above, an employee may select one day during the contract year to be used as a floating holiday for each employee to commemorate a personal, religious or ethnic holiday. Each employee shall chose the day he or she will observe and will notify the Commissioner of Public Works in writing no less than thirty (30) calendar days prior to the day which will be observed. The day off for the individual holiday requested shall be subject to approval by the Commissioner of Public Works for purposes of insuring adequate manpower and the scheduling needs of the Department.

C. HOLIDAY VARIANCE

If any of the preceding holidays fall on a Sunday, the following Monday shall be observed as a holiday. If any of the above holidays fall on a Saturday, employees shall be entitled to a day off with pay on the Friday preceding the holiday, or the Monday following the holiday at the discretion of the appropriate department head.

D. CSEA represented employees of the Police Department shall continue to be compensated for holidays as established by the current practice.

ARTICLE V

VACATION WITH PAY

A. VACATION CREDIT AND ACCUMULATION

A full time employee shall earn and accumulate vacation credits at the rate of eight (8) hours per month, credited as of the first day of the month following the completed month of work.

Upon completion of four (4) years of continuous full time service with the Town, a full time employee shall earn and accumulate vacation credits at the rate of twelve (12) hours per month, credited the first day of the month following the completed month of work. The change in rate of accumulation shall be effective as of the first month following the month in which the employee completes the four years of continuous service.

Upon completion of fourteen (14) years of continuous full time service with the Town, a full time employee shall earn and accumulated vacation credits at the rate of sixteen (16) hours per month, credited as the first day of the month following the completed month of work. The change in rate of accumulation shall be effective as of the first month following the month in which the employee completes the fourteen years of continuous service.

Upon the completion of twenty (20) years of continuous full time service with the Town, an employee shall earn an additional eight (8) hours of vacation time for each year of continuous service at the 22nd year, 24th year, 26th year, 28th year and 30th year anniversary dates.

The following table illustrates the vacation schedule provided by this amendment. Vacation credits must be taken in a minimum of four (4) hours intervals except under emergency situations.

After Completion of Years

Vacation Accumulation

Continuous Service

20 years

16 hours per month (24 days per year
plus 8 hrs after each additional yrs of Service
for a total of 25 days per yr.)

22 years

16 hrs per month (24 days per year
plus 16 hrs after additional yrs of service
for a total of 26 days per yr.)

| | |
|----------|--|
| 24 years | 16 hrs per month (24 days per yr . plus 24 hrs after additional yrs of service for a total of 27 days per yr.) |
| 26 years | 16 hrs per month (24 days per yr plus 32 hrs after additional yrs of service for a total of 28 days per yr.) |
| 28 years | 16 hrs per month (24 days per yr plus 40 hrs after additional yrs of service for a total of 29 days per yr.) |
| 30 years | 16 hrs per month (24 days per yr plus 48 hrs after additional yrs of service for a total of 30 days per yr.) |

B. VACATION ELIGIBILITY

During the first year of service only 48 hours of vacation credit will be earned and can only be utilized upon the completion of six (6) months of service.

C. VACATION CARRYOVER

The carry-over of vacation time each calendar year shall be forty-five (45) days maximum. Anything over (45) days must be used unless refused by the Supervisor in writing.

D. VACATION PAY

The Town will pay the employee his vacation pay in advance. Employees must give notice at least one (1) week before pay period closes.

E. VACATION PREFERENCE

Employees shall submit to the Town, at least thirty (30) days prior to their request for vacation time on a first and second choice basis. The employee's request shall be considered and granted on seniority preference and within the necessary limits of a functional operation of the Department to insure proper and needed work scheduling. Notwithstanding the foregoing, nothing shall preclude the Department Head from granting, upon request, vacation days with less than thirty (30) days notice.

ARTICLE VI

LEAVES

SECTION 1 - SICK LEAVE

A. Full time employees shall earn sick leave with pay at the rate of one day per month and shall be allowed unlimited accumulation of sick leave. Each employee may use sick leave in hourly intervals. Each employee is entitled to three (3) uses of sick leave per calendar year without verification by the Town. Thereafter, the Town may check the employee's residence and if the employee does not respond, the Town may ask for medical verification of the illness. Employees shall call in sick (1/2) hour (30 minutes) prior to the employee's scheduled starting time.

B. Establishment of Sick Leave Contribution Program

The establishment of a Sick Leave Bank will be performed as needed for major illness and will be administered on an as needed basis by the Labor/Management Committee as provided in Article X, Section 2.

Decisions of the Labor/Management Committee on issues concerning the sick leave bank shall be final and are not subject to the grievance procedure.

C. Sick Leave Buyout

Unused sick leave remaining in the employee's credit after the 165 days are used for pension credits as provided by Article VII section 4.C, shall be paid to the employee (cash conversion) at a rate of 30% of the sick leave credit upon retirement from Town service provided the employee has had at least 5 years of continuous service with the Town. Said cash conversion shall be received in the last pay check paid to the employee prior to retirement and become part of the employee's annual salary to-date. In the event of the employee's death prior to retirement, any payment that may have been due said employee shall be paid to the employee's beneficiary. The amount of accumulated sick leave in excess of 165 days subject to conversion shall not exceed 135 days for any employee.

SECTION 2 - PERSONAL LEAVE

Employees shall earn four (4) days personal leave per year. This leave is to be used for personal business not covered by any other leave regulation. Unused personal leave may be converted to an employee's sick leave accumulation at the end of the calendar year. No reason shall be necessary for this said leave. Twenty-four (24) hours notice must be given except in the case of an emergency.

If more than one (1) consecutive day is taken, a reason must be given and the appropriate Department Head must approve the additional days. Personal leave may be taken in hourly increments.

Personal Leave in an employee's 1st year shall be prorated on a quarterly basis, as follows: If an employee's hire date is in the 1st quarter four (4) days are earned, 2nd quarter three (3) days are earned, 3rd quarter two (2) days are earned, 4th quarter one (1) day earned.

SECTION 3 - BEREAVEMENT LEAVE

The Town shall grant an employee who has suffered a death in his immediate family five (5) days bereavement leave. "Immediate Family" is defined as: father, mother, spouse, children, brother, sister, mother-in-law, and father-in-law, grandparent, grandchild, daughter-in-law, son-in-law, sister-in-law, brother-in-law and registered domestic partner. In order for a domestic partner to be covered an employee must register the name of the domestic partner to be covered with the Town by January 15th of each year. Once registered with the Town the issue shall go before the labor management committee for review and approval. Employees may be required to provide documentation or written explanation of why the individual registered should qualify as a domestic partner. The labor-management committee will provide a response to the employee by January 31st of each year. Bereavement leave for a domestic partner will be available only for persons who have been approved by the labor-management committee.

All decisions of the labor-management committee regarding this matter are final and are not subject to the grievance procedure.

SECTION 4 - JURY DUTY LEAVE

The Town agrees to pay the full salary to an employee called to serve on jury duty. The employee shall endorse his jury duty check to the Town upon receipt of same.

SECTION 5 - LEAVE OF ABSENCE

Leave of absence without pay shall be granted at the discretion of the Appropriate Department Head. Reason must be given in writing.

SECTION 6 - UNION TIME

- A. The Town shall allow the unit, CSEA President or his designee to take up to ten (10) days off per year for union business. All such other time may be charged against personal or vacation leave or taken as a leave of absence without pay at the discretion of the employee. No charge to accruals shall occur for Grievance Investigations, Hearings, Disciplinary matters, Labor/Management Meetings, etc.

The Union President or his designee must notify the appropriate Department Head or his representative twenty (24) hours in advance of the time off.

- B. Union members assigned to contract negotiations shall be paid their regular hours. However, the Town reserves the right to limit the number of paid negotiators to no more than four (4).

ARTICLE VII

INSURANCE AND PENSIONS

SECTION 1 - HOSPITALIZATION

The Town agrees to provide the Empire Plan-Core Plan plus Medical and Psychiatric Enhancements with enhancements without any cost to the employee (after ninety (90) days of employment) and shall continue to provide coverage for employees of the Town who have retired under the New York State Employees Retirement Plan, and have been employees of the Town of Wallkill for ten (10) years.

For new employees hired, effective January 1985, employees must have been employed by the Town of Wallkill for a minimum of fifteen (15) years in order to receive retirees hospitalization benefits.

SECTION 2 - DENTAL PLAN

The Town shall provide all Unit employees with the CSEA Employee Benefit Fund Dutchess Family Dental Plan with no cost to the employee.

SECTION 3 - OPTICAL PLAN ALLOWANCE

The Town shall provide all Unit employees with the CSEA Employee Benefit Fund Platinum Family Optical 12 month Plan with no cost to the employee.

SECTION 4 - PENSION

A. Pension

The Town agrees to continue to participate in the non-contributory New York State Employees Retirement Plan in compliance with Section 75i of the Retirement and Social Security Law.

B. Death Benefit

The Town agrees effective March 14, 1974, to participate in the non-contributory improved death benefit provision, Section 60-B of the New York State Retirement Plan.

C. Sick Leave Credit

The Town agrees to participate in the non-contributory sick leave credit (Option 4lj) of the New York State Retirement System. An employee may put a maximum of 165 days toward this plan. Effective date will be March 21, 1977.

SECTION 5 - DISABILITY INSURANCE

The Town shall provide off-the-job disability insurance for all employees at no cost to the employees, in accordance with the standards and benefits set by the New York State Disability Benefits Law.

ARTICLE VIII

EMPLOYEE RIGHTS

SECTION 1 - PROBATION

All new hires to non-competitive and/or labor class position will serve a probationary period of one hundred eighty (180) days.

In the event the Town determines the employee in question does not meet expectations or needs additional time in training, the Town may at its discretion extend the probationary period for another sixty (60) days. The employee shall be notified of the extension and the reasons thereof in writing.

SECTION 2 - TENURE - DISCIPLINARY SCHEDULE

SECTION A

The following disciplinary procedure for incompetency or misconduct shall apply to all employees currently subject to Section 75 of the Civil Service Law and all those considered to have tenure. Said procedure shall apply in lieu of the procedure specified in Civil Service Law, Section 75.

SECTION B

- a. Where the appointing authority or designee seeks the imposition of a written reprimand, suspension without pay, a fine not to exceed two hundred (\$200.00) dollars, reduction in grade or title, dismissal from service, or other disciplinary action, notice of such disciplinary decision shall be made in writing and served upon the employee. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in notice.

The notice served on the employee shall contain a description of the alleged acts and conduct including reference to dates, times and places.

- b. The president of the Union shall be advised by registered or certified mail that the notice of discipline has been served.
- c. The notice of discipline served on the employee shall be accompanied by a written statement that:
 1. The employee has a right to object by filing a written grievance within ten (10) days.
 2. The grievance procedure provides for a hearing by an independent arbitrator at its final stage.
 3. He is entitled to representation by the Union or an attorney at every stage of the proceeding.
- d. The penalty proposed or such other penalty as directed by the arbitrator, may not be implemented.
 - (a) until the employee fails to file a grievance within ten (10) days,
 - (b) fails to file a timely appeal as provided below,

or

 - (c) until and to the extent that it is upheld by the disciplinary arbitrator, except that an employee who has been served with a notice of discipline may be suspended without pay for a period not to exceed 30 days.
- e. The notice of discipline may be the subject of a grievance before the Department Head and shall be filed by the employee within ten (10) working days of the notice of discipline. The employee shall be entitled to a meeting to present a personal position to the Department Head or designee within ten (10) working days of the receipt of the grievance and a decision shall be rendered within ten (10) working days of such meeting.

- f. If the disciplinary grievance is not resolved at the Department Head level, it may be appealed to the Town Board within eight (8) days of receipt of the Department Head decision. The Town Board or its designee shall hold a hearing within eight (8) working days of notice of appeal to second (2nd) stage.
- g. If the grievance is not resolved, it may be appealed to independent arbitration by filing a notice with the appointing authority within five (5) working days of the receipt of the Town Board decision.
- h. The independent arbitrator shall hold a hearing within ten (10) working days after selection and a decision shall be rendered within five (5) working days of the final date of hearing or within five (5) working days after receipt of the transcript if either party elects a transcript as provided in this article.
- i. The arbitrator's decision with respect to guilt or innocence, penalty or probable cause for suspension shall be final and binding upon the parties and he may approve, disapprove or take any other appropriate action warranted under the circumstances including but not limited to ordering reinstatement and back pay for all or part of a period of suspension. If the arbitrator upon review finds probable cause for the suspension, he may consider such suspension in determining the penalty to be imposed.
- j. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented and shall confine his decision solely to the application and interpretation of this Agreement. He shall confine himself to the precise issue submitted for arbitration. The decision or award of the arbitrator shall be binding and final.
- k. A grievance may be settled at any stage of the disciplinary procedure. The terms of the settlement shall be agreed to in writing. An employee executing such a settlement shall be offered a reasonable opportunity to have his attorney or a Union representative present before executing such a settlement. The President of the Union shall be advised of the settlement within forty-eight (48) hours.
- l. The parties shall jointly agree within sixty (60) days of the execution of this Agreement on one or more disciplinary arbitrators. If there are to be several disciplinary arbitrators each member of the list shall be assigned a number in rotation and in the event of a disciplinary arbitration, the first available arbitrator in order shall serve as the arbitrator.
- m. All fees and expenses of the arbitrator, if any, shall be divided equally between the appointing authority and the Union or the employee if not represented by the Union. Each party shall bear the costs of preparing and presenting its own case. The estimated arbitrator's fee and estimated expenses may be collected in advance of the hearing.
- n. The proceedings at a disciplinary arbitration hearing shall be recorded and either party wishing a transcript may at its own expense and shall provide a copy to the arbitrator and the other party.

- o. Should any of the arbitrators listed become unacceptable to either party, said arbitrator shall be removed from the list by written request of the party desiring removal. Such removal shall not take effect with regard to any disciplinary procedure for which the subject arbitrator has already been chosen.

SECTION 3 - JOB OPENINGS AND JOB POSTINGS

All job openings shall be posted in all Public Works Department facilities. The Town has the right to fill an entry level laborer position with a new hire and not exclusively by transfer or promotion of an incumbent employee. Probationary period for said position shall be as per Section 1 (above) of the Article. Employees not making the grade (voluntary or involuntary) will be reinstated to his/her former position.

- A. Notices of vacancies in existing Town positions, all new DPW positions and DPW positions paying a higher salary shall be posted as soon as possible, prior to filling the vacancy on the employee bulletin boards provided for such notices, with a copy to the Unit President.
- B. Notices shall remain posted for ten (10) working days prior to the filling of such position to allow incumbent employees an opportunity to apply for the posted position.
 - 1. The notice shall set forth the title of the new position, the salary ranges and the minimum qualifications required.
 - 2. The applicant will write his/her own letter of application for the job, addressed to the Commissioner of Public Works, dated and signed.
 - 3. The applicant shall either:
 - a. Hand deliver the application to the Commissioner of Public Works or,
 - b. Mail the application to the Commissioner of Public Works by certified mail, return receipt requested.
- C. The Town shall have the discretion to hire applicants to fill openings provided greater consideration will be given to experience (including verifiable external work history) training, performance and attendance as well as other qualifications the Town deems relevant.
 - 1. When those qualifications are equal, seniority will be the determining factor.
- D. Any incumbent employee denied the position, after bidding the same, shall receive a written response.

Posting locations shall be on bulletin boards in the following locations:

- 1. Route 17M Garage
- 2. Creamery Road Parks Maintenance Building
- 3. 99 Tower Drive Town Hall, Town Clerks Board
- 4. Golf Links Road, Sewer Plant, Administration Building.

5. Route 211 East, Bus Garage.
6. Other locations where bargaining unit employees report to work.

SECTION 4 - REVIEW OF PERSONAL HISTORY FOLDER

An employee shall have the opportunity to review his or her personal history folder in the presence of a designated official of the Town of Wallkill and his or her union representative upon five (5) working days notice; provided, however, where the employee's personal history folder is kept at a location other than the employee's place of work, seven (7) working days notice shall be required.

During any review of his or her personal folder an employee may examine the entire content of such folder, provided, however, he or she may not review letters of recommendation obtained in connection with his or her initial employment by the Town of Wallkill. An employee shall have the opportunity to place in his or her personal history folder a written response of reasonable length to anything contained therein which is available for his or her review under the terms of this Article and which he or she deems to be adverse. Such written response shall be attached to the document to which it pertains. Any material may be removed from the employee's personal history folder upon mutual agreement of the employee and the official designated by the Town of Wallkill.

SECTION 5 - LEGAL COVERAGE

The Town agrees to take the appropriate action to allow for defense and indemnification of liability to employees for civil lawsuits commenced against an employee for acts taken or not taking the course of employment with Town. The Town's obligation to defend and indemnify an employee for such liability shall be consistent with and pursuant to applicable statutes.

ARTICLE IX

LABOR-MANAGEMENT RELATIONS

SECTION 1 - SAFETY GEAR

The Town shall supply proper safety personal gear as required and needed to insure the health and welfare of the employee as per the regulations of OSHA and their application to Municipal Governments.

SECTION 2 - LABOR-MANAGEMENT COMMITTEE

The parties hereto agree to establish a Labor-Management Committee whose function will be to meet at a minimum semi-annually and review problems of mutual concern to either party and to recommend changes in any procedures, operation or the implementation thereof not inconsistent with the terms of the contract.

The committee shall be composed of one (1) employee from each Department represented by the union and three (3) members from the Town which shall include the appropriate Dept. Head (DPW Commissioner, Water & Sewer Dept. Head, or Police Chief).

ARTICLE X

GRIEVANCE PROCEDURE

SECTION 1 - DEFINITIONS

GRIEVANCE - A grievance is any claimed violation, misrepresentation or improper application of the Agreement or the interpretation of this Agreement or any dispute over any working conditions or past practices.

It is the employee's responsibility to have available and to wear issued safety equipment.

SECTION 2 - RIGHTS

The grievant shall have the right to be represented at each stage of the grievance procedure and shall be free from coercion and interference.

SECTION 3 - PROCEDURE

- STEP I An aggrieved employee and the Union representative shall meet with the Department Head on an informal basis no later than 30 working days after the action or occurrence of the dispute in question. The Department Head shall render a decision no later than five (5) working days after the meeting and shall render the decision in writing.
- STEP II If the Department Head's decision is unsatisfactory to the employee, the employee and/or Union must put the grievance in writing and submit the grievance to the Town Supervisor within ten (10) working days after the decision by the Department Head. The written grievance submitted to the Town Supervisor must state the contract clause and/or working conditions or past practices allegedly violated, the action(s) and/or disputes in issue, the decision by the Department Head, and the remedy sought by the employee(s). The employee, the employee's Union representative and the Town Supervisor shall meet regarding the grievance at a mutually agreeable time within 15 working days after the submission of the grievance. The Supervisor shall issue a written decision on the grievance no later than ten (10) working days after the meeting (or no later than ten (10) working days after the receipt of notice from the Union that it waives the meeting with the Town Supervisor). If the employee and the Union disagree with the decision by the Town Supervisor, the grievance can be appealed to arbitration no later than ten (10) working days after the date of the Town Supervisors decision.
- STEP III The demand for arbitration of the grievance shall be made on the form provided by the NY State Public Employment Relations Board (PERB) and shall be filed with the Town Supervisor. After receipt of the demand for arbitration, the representatives of the Union and the Town Supervisor shall confer for purposes of selection of an arbitrator. In the event that the representatives are not able to agree on an arbitrator within ten (10) working days of receipt of the demand for arbitration, either party may make the necessary application to PERB for the selection of an impartial arbitrator according to established PERB procedures. The decision of the arbitrator shall be binding on both parties and the fees and expenses for such arbitrator are to be shared equally by the Town and the Union. No terms can be added or subtracted from this agreement, or any provisions thereof amended, modify or changed by arbitration.

ARTICLE XI

COMPATIBILITY WITH LAW

SECTION 1 - APPLICABLE LAW

The Public Employee's Fair Employment Act, the other provisions of the Civil Service Law and the local laws of the Town of Wallkill, not inconsistent with said act and the Civil Service Law shall govern the terms and provisions of the Agreement.

SECTION 2 - NO STRIKE PROVISION

The Union affirms that it will abide by the provisions of Section 210 of the Public Employees' Fair Employment Act, pertaining to the prohibition of strikes, and will not assert the right to strike against the Town or enter into any concerted stoppage of work or slowdown; that it will not assist or engage in a strike that it will not cause, instigate, encourage or condone a strike or to impose an obligation upon its members to conduct, assist or participate in a strike.

SECTION 3 - PAST PRACTICE PROVISIONS

No employee shall suffer any reduction of benefits or privilege in existence prior to this agreement.

SECTION 4 - AGENCY SHOP

The Town agrees, in accordance with Chapter 677 of the 1977 laws of the State of New York, to deduct from the salary of an employee who is not a member of the Union, but who is represented by the Union for the purpose of collective negotiation, any Agency Shop Fee in an amount equivalent to the amount of dues payable by a member of the Union, provided that the Union establish and maintain a procedure providing for the refund to any employee demanding the return of any part of such Agency Shop Fee, deductions which represent the employee's pro rata share of the expenditure by the Union in aid of activities or cause only incidentally related to terms and conditions of employment.

SECTION 5 - PARTIAL INVALIDITY

If any provision of the contract becomes illegal or unenforceable, it shall not affect the remaining contract provisions or articles.

SECTION 6 - MANDATED PROVISION OF THE LAW

NOTICE, as provided by Section 204-A of the Civil Service Law as amended:

"IT IS AGREED BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF THE LAW OR TO PROVIDE THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

ARTICLE XII

WORK RULES

1. No substance abuse at anytime during work hours.
2. Abuse of Equipment is prohibited:
 - a. All accidents to be reported.
 - b. Wanton abuse.
 - c. Failure to complete daily checklist.
 - d. Careless use or operation
 - e. Failure to report an incident involving damage.
 - f. Losing tools.
3. Breaks:

One 15 minute break may be taken at 9:00 a.m.

Break time may be advanced or delayed by order of the Superintendent, Foreman.

 - a. 1 vehicle and 1 man will leave job site for coffee.
4. Lunch:

One half hour lunch: No vehicle or men shall leave the jobsite, unless approved by the Superintendent or Foreman.
5. No Town equipment shall ever be left unattended unless authorized by the Superintendent or Foreman.
6. No Town equipment shall be used as transportation to a private residence unless authorized by the Superintendent or Foreman.
7. Using profane or abusive language is prohibited as an employee of the Town of Walkill in any instance.
8. Proper Working Clothes:
 - a. No sneakers
 - b. Hard hat (as required)
 - c. Gloves (working with cables, wood and steel)
 - d. Long pants and shirts
 - e. Haircut (where long hair is a hazard)
 - f. Eye protection (when needed, provided by Town)
 - g. Ear protection (when needed, provided by Town)
 - h. Must present neat appearance
9. Refusal to perform duties assigned by the Appropriate Dept. Head or Foreman for no justified reason shall lead to disciplinary action.

10. A full time employee who reports sick for work or who reports that he/she is unable to work due to a job related matter (worker comp.) shall not engage in work for any other employer on the day(s) the employee is absent from Town employment.

The matter set forth in Article XII are not an exhaustive listing of matters for which employees may be subject to disciplinary action.

Failure to comply with these work rules and regulations will lead to a counseling or a disciplinary action by the Superintendent.

ARTICLE XIII

MANAGEMENT RIGHTS

Section 1: Notwithstanding any other term or provision of this Agreement and except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively with the Department and the Town, including but not limited to, the rights, in accordance with the sole and exclusive judgment and direction: to plan, direct, control and determine all the operations and services of the Department; to supervise and direct the working forces; to establish the qualifications for employment and salary rates for new hires; to hire and promote employees, and otherwise to fill vacancies in the bargaining unit, to demote, to layoff and recall employees to work; to schedule and assign work; to assign employees to any work location under the auspices of Town government and perform duties consistent with the employee's position; to establish work and productivity standards and from time to time, to change those standards; to determine the amount of and employees assigned to work overtime; to determine the number of employees to be employed; to determine the methods, means, origination and number of personnel by which such operations and services shall be made or purchased; to contract and/or assign work to be performed by persons outside the bargaining unit; to make, alter, delete and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharges employees (probationary employees without just cause); to change or eliminate existing methods, equipment, or facilities; and to carry out the mission of the Department. The Department's failure to exercise any right, prerogative, or function hereby reserved to it, or the Department's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Department's right to exercise such right, prerogative, or function, or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 2: In the event the Town decides to exercise its right to contract and/or assign work to be performed to persons outside Town employment (i.e., third party vendor) and such action will result in bargaining unit members being separated from Town service, the following terms shall apply.

The Town will notify the Union no less than thirty(30) calendar days prior to issuance of the Town's intention to issue a public notice of requests for bids and a description of the scope of work to be performed. A copy in writing of the public notice and description of the scope of work shall be provided to the Union at the time of notification by the Town or as soon as practicable thereafter.

The Union shall have the right to submit a response to the notice of requests for bids and description of the scope of work to be performed during the time period ending no sooner than thirty (30) calendar days after the public notice of requests for bids is formally made.

Section 3: In the event the Town decides to accept a bid and enter into an agreement with a third party vendor to perform work which has been performed by members of the bargaining unit and members of the bargaining unit will be separated from Town service as a direct result of the award of the contract, the Town shall provide the affected employees and the Union with fourteen (14) days notice of the separation from service.

Section 4: A member of the bargaining unit who is separated from service as a direct result of the award of a contract to a third party vendor as described in this Article shall receive cash payment for accrued and unused vacation leave, personal leave and compensatory time. Notwithstanding the foregoing, if the employee obtains employment with the third party vendor hired by the Town to perform the work and the third party vendor provided the employee at the time of hire with credit for some or all of the accrued and unused vacation leave, personal leave and compensatory time, the employee will not be paid by the Town for such time which is credited by the third party vendor.

Section 5: A member of the bargaining unit who is separated from service as a direct result of the award of a contract to a third party vendor as described in this Article and who was receiving at the time of separation health and hospital insurance coverage from the Town pursuant to Article VII, sections 1, 2 and 3 of this agreement shall continue to receive such health and hospital coverage for a period of twelve weeks following such separation from service. Notwithstanding the foregoing, if the employee obtains employment with the third party vendor hired by the Town to perform the work and the third party vendor provides the employee with health and hospital insurance coverage during this twelve (12) week period, the employee shall not continue to be covered under the Town's health and hospital insurance coverage for any period the employee is covered by the third party vendor's health and hospital insurance coverage.

Section 6: Any full time member of the bargaining unit, who is employed by the Town as of the date of ratification of this Memorandum of Agreement, who is separated from service by the Town for reasons other than voluntary separation, resignation, retirement, arbitrated disciplinary action, or pursuant to section 71 or section 73 of the Civil Service Law, shall receive a severance payment from the Town in accordance with the following schedule:

| <u>Length of Continuous Service with the Town</u> | <u>Weeks of Pay at Rate in Effect at Time of Separation</u> |
|---|---|
| One year up to four full years inclusive: | Three weeks |
| Four years up to six full years inclusive: | Five weeks |
| Six years up to eleven full years inclusive: | Seven weeks |
| Eleven years up to sixteen full | |

| | |
|--------------------------------|----------------|
| years inclusive: | Nine weeks |
| Sixteen years up to twenty-one | |
| full years inclusive: | Eleven weeks |
| More than twenty-one full | |
| years: | Thirteen weeks |

A part time member of the bargaining unit shall be paid severance for the number of hours per week the employee has worked on a regular and continuing basis and for the number of weeks based on years of continuous service as set forth above.

Notwithstanding the foregoing, if the employee accepts employment with the third party vendor hired by the Town to perform the work and commences work within a one year period after the employee is separated from Town service as provided herein, the employee shall not be entitled to receive severance pay from the Town and shall reimburse to the Town any severance pay which may have been made by the Town to or on behalf of the employee.

ARTICLE XIV

DRUG FREE WORKPLACE

The Union agrees that the Town may adopt and implement a Drug Free Workplace Policy and Procedure to cover the matters which are contained in the policy and procedure which is annexed hereto. The Union recognizes and agrees that the Town and the Department of Public Works may be required from time to time amend the adopted policy and procedure to comply with applicable State and federal laws and regulations, and the Union recognizes the Town's right to adopt and implement such modifications.

The parties agree to meet as necessary to review and discuss the adopted policy and procedure under the auspices of the Labor Management provided in Article IX, Section 2 of the collective bargaining agreement.

During the period of rehabilitation provided in the policy and/or during the period the employee is participating in a treatment and/or counseling program, the employee shall not operate a Town vehicle or heavy equipment and the employee shall not work alone, until the employee completes the course of rehabilitation and the counseling and/or treatment program. If there is work available as a laborer in a non-safety related capacity, the employee may work as a laborer at the laborer wage rate as needed. In the event that there is no available work which does require the employee to operate a Town vehicle or heavy equipment or to work with another employee, the employee will not work and will use accumulated and unused sick, personal or vacation leave, and if there is no such accumulated and unused leave, the employee shall be placed on a leave without pay until the rehabilitation and counseling and/or treatment program is completed.

ARTICLE XV

DURATION OF CONTRACT

THIS CONTRACT SHALL BECOME EFFECTIVE JANUARY 1, 2006 AND SHALL EXTEND THROUGH DECEMBER 31, 2010.

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT THIS

28th DAY OF November, 2007

TOWN OF WALLKILL

BY [Signature]

SUPERVISOR

ATTEST:

[Signature]

CLERK OF THE TOWN

THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
TOWN OF WALLKILL UNIT
ORANGE COUNTY LOCAL

BY: [Signature]

LABOR RELATIONS SPECIALIST

BY: [Signature]

PRESIDENT

Town of Wallkill Job Groups & Titles

| JOB GROUP | TITLES |
|-----------|---|
| I | Laborer Police Dispatcher Part Time |
| II | MEO Skilled Laborer Parts Attendant Mechanic Trainee Sewer and/or Water Plant Operator Trainee Police Dispatcher Full Time |
| III | HEO I Lab Assistant |
| IV | HEO II Lead man Inspector Welder |
| V | Mechanic Building Mechanic |
| VI | Foreman I Senior Auto Mechanic |
| VII | Sewer and/or Water Plant Operator |
| VIII | Foreman II (General, sewer Shop and Parks) Assistant Golf Superintendent Senior Sewer and/or Water Plant Operator |
| IX | Highway Supervisor Water and/or Sewer Dept. Supervisor |

TOWN OF WALLKILL

DRUG FREE WORKPLACE POLICY & PROCEDURE

Date: October 24, 1996

POLICY STATEMENT

The Town of Wallkill is dedicated to providing safe and efficient service to our community. Moreover, we are dedicated to providing a safe workplace for our employees.

In order to meet this goal, we hereby endorse the Federal Highway Administration substance abuse regulations. We will provide training, education and other assistance to all employees driving Town vehicles. Drug testing, in compliance with DOT regulations, is an integral part of our program. Non-compliance with this policy or violation of the regulations may result in severe disciplinary action including suspension or dismissal according to the provisions of the contract.

EMPLOYEE ASSISTANCE PROGRAM

The Town has established an Employee Assistance Program (EAP) which includes education and training for drivers, supervisors and company officials about controlled substances and alcohol.

The training program will cover the effects of controlled substance use on personal health, safety and the work environment. Manifestations and behavioral changes that may indicate controlled substance use and abuse will also be addressed. Documentation of these training sessions will be maintained.

PROHIBITIONS

No driver shall report for duty within 4 hours of consuming alcohol.

No driver shall use alcohol while on-duty.

No driver shall be on duty while having an alcohol concentration of 0.04 or greater.

No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol, unless the alcohol is manifested and transported as part of a shipment.

No driver shall use alcohol for eight hours following an accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.

No driver shall use controlled substances, except when pursuant to the instructions of a physician who has advised the driver that such use will not adversely affect the driver's ability to safely operate a commercial motor vehicle.

DRUG AND ALCOHOL TESTING PROGRAM

This policy applies to all those drivers requiring a commercial driver's license, as defined by the Department of Transportation Title 49 Code of Federal Regulations part 383.5 or driving any Town vehicle.

Types of tests

Drug testing for marijuana, cocaine, opiates, amphetamines and PCP will be performed on urine specimens. Alcohol testing will be performed by means of breath testing devices approved by the National Highway Traffic Safety Administration. Testing procedures will comply with Federal Motor Carrier regulations 49 CFR Part 40. Individual test reports will be maintained in each employee's confidential file.

Six types of drug and alcohol tests are required under federal regulations: pre-employment, random, reasonable cause, return to duty, follow-up and post-accident. In addition, testing may be done as part of the periodic physical exam.

1. All applicants for employment will submit to drug testing only.
2. Throughout the year, drivers are subject to unannounced testing on a random basis. The total number of random drug tests will equal or exceed 50% of the average number of commercial motor vehicle driver positions for which testing is required. The minimum alcohol testing rate will be 25%. Since drivers are chosen at random throughout the year, each individual driver may not be tested or may be tested once, twice or more in a given year.
3. A driver shall submit to testing, upon reasonable cause, when requested to do so by the Town. Conduct triggering testing under this part must be directly observed by a supervisor or Town official. The supervisor making this determination must have received training in the identification of behavior indicative of use of a controlled substance. Documentation of the driver's conduct shall be prepared and signed by the witness within 24 hours.
4. If a driver who violates this policy is allowed to return to duty, a test will be conducted prior to the performance of a safety-sensitive function. In addition, the employee will be subject to unannounced follow-up testing. The frequency of such tests will be prescribed by a substance abuse professional and will consist of a minimum of 6 tests in the first 12 months following the driver's return to duty.
5. The driver will test for alcohol and drugs as soon as possible after an accident, if the driver receives a citation for a moving traffic violation related to the accident or there is a fatality. The alcohol test should be performed within 2 hours of the accident. If not tested within 2 hours, the employee may be tested for alcohol up to 8 hours following the accident. The drug test will be performed within 32 hours of the accident.

Procedures for drug tests

Drug testing is done by means of urine collection and analysis. The specimen will be collected by trained personnel in accordance with DOT regulations. The specimen is divided into 2 separate containers (the primary sample and the split sample) and sealed in a tamper-evident container and shipped to a NIDA-certified lab for testing. Laboratory test results are reported to the medical review officer (MRO). Before reporting a positive test to the employer, the MRO will attempt to contact the employee to discuss the test results. If the MRO is unable to contact the employee directly, the MRO will contact the employer's Drug Program Administrator who will contact the employee. If no legitimate explanation for the positive test is found, the MRO will report the test as positive. If there is a valid explanation for the positive test other than illegal drug use, the MRO will report the test as a negative. A test showing the presence of a medication which the employee has used in accordance with a valid prescription will be considered a negative test.

In the event of a positive drug test, the employee has the right to request that the split sample be sent to a different certified lab for testing. This request must be made within 72 hours of the time the employee was informed of the results by the MRO. If the split sample also test positive, the cost of the split sample testing will be at the driver's expense. If the split sample tests negative, the Town shall bear its expense.

Procedures for alcohol tests

Certified breath alcohol technicians will perform these tests using evidential breath testing devices. If the test shown a result less than 0.02, the test is considered negative. If the alcohol concentration is 0.02 or greater, a confirmation test must be conducted. The confirmation test will be performed fifteen minutes after the initial test and the results of this test determine what action will be taken.

CONSEQUENCES OF A POSITIVE TEST

1. Applicants for employment who test positive for drugs will not be hired.
2. Any driver who tests positive for alcohol at a level of 0.04 or higher or who tests positive for drugs will be removed from service, placed on unpaid leave of absence and be referred to a substance abuse professional (SAP). The SAP will determine what assistance, if any, the employee needs in resolving the problem. An employee placed on an unpaid leave of absence may choose to use his/her accrued personal or vacation time.
3. If a driver tests positive for alcohol and the test result is between 0.02 and 0.04, the driver must be removed from driving or performing safety-sensitive duties for 24 hours. The driver must undergo an alcohol test with a negative result before returning to duty. In the event of a driver's first offense testing positive for alcohol between 0.02 and 0.04 where no other acts of misconduct are involved, the Town will allow the driver to utilize one (1) day of accumulated leave time before returning to duty; the Town will pay for the required return-to-duty test, and no other action will be taken against the driver based solely on test results showing an alcohol concentration less than 0.04. Drivers testing positive for alcohol between 0.02 and 0.04 on more than one (1) occasion will be removed from service, placed on unpaid leave of absence and referred to a substance abuse professional (SAP) as described in the paragraph immediately above pertaining to positive tests at a level of 0.04 or higher.

CONSEQUENCES OF REFUSING A DRUG OR ALCOHOL TEST

The consequence of refusing a test are the same as testing positive.

REHABILITATION

In order to be eligible to return to duty after a positive drug test or an alcohol level of 0.04 or higher, a driver must complete the course of rehabilitation prescribed by the substance abuse professional and undergo a return-to-duty test with a negative result. After returning to work, the driver must continue in an after-care program and be subject to follow-up testing. If any follow-up test is verified positive for drugs or alcohol (0.04 or higher), the driver's employment will be terminated.

Subsequent to a positive test for drugs or alcohol (0.04 or higher), the costs of evaluation, rehabilitation and return-to-duty test(s) are the responsibility of the driver. In the event that the driver returns to duty, the Town will pay for unannounced follow-up tests. Furthermore, the Town does not guarantee that a driver will be re-hired after completing rehabilitation.

Employees will be granted a grace period and shall qualify for treatment under the Employee Assistance Program if the employee voluntarily makes it known that they feel they have a drug or alcohol problem and that every attempt at personal confidentiality shall be made.



Town of Wallkill
JOHN F. WARD, JR.
SUPERVISOR

99 Tower Drive - Building A • Middletown, NY 10941-2026

Town Hall: (845) 692-7832 . Fax: (845) 692-2546

e-mail: supervisor@townofwallkill.com

October 16, 2006

Doug Morrison,
Labor Relations Specialist
Civil Service Employees Association,
Local 1000, AFSCME, AFL-CIO
568 State Route 52
Beacon, New York 12508

RE: Town of Wallkill and CSEA Local 1000
AFSCME, AFL-CIO (Town of Wallkill
Highway/Public Works Unit)
PERB Case Nos. No. A2005-373 and
U-26488

Dear Mr. Morrison:

This letter will serve to confirm the agreement between the Town of Wallkill ("the Town") and the CSEA Local 1000 AFSCME, AFL-CIO (Town of Wallkill Highway/Public Works Unit) ("the Union") with respect to the pending grievance arbitration matter assigned PERB Case No. A2005-373 and the improper practice charge filed with the Public Employment Relations Board and assigned Case No. U-26488. The Town and the Union have agreed to terms regarding employee use of Town vehicles set forth in the Memorandum of Agreement ("MOA") for a successor collective bargaining agreement for the period January 1, 2006 through December 31, 2010. The vehicle use terms are stated on pages 10-11 of the MOA as a new section 11 to Article III of the contract.

In connection with this agreement, the Union has agreed to withdraw with prejudice the pending grievance arbitration matter (PERB Case No. A2005-373) and the improper practice charge Case No U-26488. The Town has agreed that the terms regarding employee reimbursement to the Town for the cost of mileage in excess of 25 miles per day shall not apply for a period of four months to any incumbent Town employee who may be covered by this provision. The four month period shall commence on the day an affected incumbent employee is again provided a Town vehicle for commuting purposes. The Town and the Union further agree that the vehicle use terms stated in the MOA and



Town of Wallkill
JOHN F. WARD, JR.
SUPERVISOR

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the terms set forth above completely resolves all issues presently known to the parties concerning employee use of Town vehicles for commutation purposes.

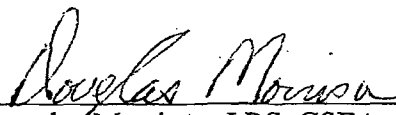
As stated in the MOA, the above stated terms are not effective unless and until both the Union and the Town ratify the MOA.

Please indicate your agreement to the terms stated above by signing and dating this document on the lines indicated below. I have provided two original signature copies of this letter. Please return one original signature document to me for the Town's files.

Very truly yours,


John Ward, Town Supervisor

Accepted and agreed to on behalf of the CSEA Town of Wallkill Highway/Public Works Unit.


Douglas Morrison, LRS, CSEA

10-18-06
Dated

TOWN OF WALLKILL DPW CSEA UNIT 7905**C/O KATHY RODRIGUEZ, PRESIDENT****11 CHERRY STREET, PORT JERVIS NY 12771****(845)856-4786****EMAIL KROD@WARWICK.NET**

Supervisor John Ward
Town of Wallkill
99 Tower Drive
Middletown, NY 10941

October 11, 2006

Dear Supervisor Ward,

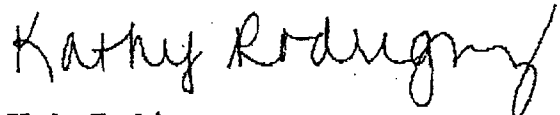
This letter is to formally advise you and the Town of Wallkill Town Board that at a membership meeting held earlier today that our contract memorandum of agreement was ratified by our membership.

We are also requesting that a meeting be set up per a letter from Town Attorney John O'Riley to incorporate the MOA into a complete collective bargaining agreement and that in the course of preparing the complete contract that the parties will endeavor to make "housekeeping changes" which do not change substantive terms or provisions, but which are intended to address contract language that no longer applies and to correct obvious typographical errors and similar kinds of concerns. In addition, the Town will seek to place in one article the various provisions that have applications only to the Police Dispatch employees which will also be performed at this meeting.

The Union membership are looking forward to the rapid conclusion of the Town Board ratification of the contract and the payment of the retroactive items.

Thank you for your consideration in this matter.

Sincerely,



Kathy Rodriguez
President
Town Of Wallkill DPW
CSEA Unit 7905

CC: Louis Ingrassia, Negotiation Spokesperson
Jeff Dobens, CSEA LRS

2006 SALARY SCHEDULE WITH CPI ADJUSTMENT

| JOB GROUP | 1ST YEAR | 3RD YEAR | 5TH YEAR | 10TH YEAR | 15TH YEAR | 20TH YEAR | 25TH YEAR | 30TH YEAR |
|--------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| I | 31824 \$15.30 | 34070 \$16.38 | 36400 \$17.50 | 37731 \$18.14 | 40061 \$19.26 | 41413 \$19.91 | 42827 \$20.59 | 44346 \$21.32 |
| II | 34653 \$16.66 | 37211 \$17.89 | 39770 \$19.12 | 41059 \$19.74 | 43618 \$20.97 | 44928 \$21.60 | 46779 \$22.49 | 47840 \$23.00 |
| III | 36837 \$17.71 | 39582 \$19.03 | 42349 \$20.36 | 43722 \$21.02 | 46280 \$22.25 | 47736 \$22.95 | 49317 \$23.71 | 50960 \$24.50 |
| IV | 38459 \$18.49 | 41288 \$19.85 | 44096 \$21.20 | 45344 \$21.80 | 48485 \$23.31 | 49816 \$23.95 | 51438 \$24.73 | 53061 \$25.51 |
| V | 39291 \$18.89 | 42141 \$20.26 | 44970 \$21.62 | 46301 \$22.26 | 49400 \$23.75 | 50731 \$24.39 | 52333 \$25.20 | 54184 \$26.05 |
| VI | 40123 \$19.29 | 42973 \$20.66 | 45802 \$22.02 | 47174 \$22.68 | 50336 \$24.20 | 51626 \$24.82 | 52335 \$25.16 | 55349 \$26.61 |
| VII | 40768 \$19.60 | 44034 \$21.17 | 46446 \$22.33 | 47798 \$22.98 | 50960 \$24.50 | 52270 \$25.13 | 54080 \$26.00 | 56014 \$26.93 |
| VIII | 41371 \$19.89 | 44242 \$21.27 | 47091 \$22.64 | 48443 \$23.29 | 51626 \$24.82 | 52936 \$25.45 | 54746 \$26.32 | 56098 \$26.97 |
| IX | 44782 \$21.53 | 47590 \$22.88 | 50461 \$24.26 | 51792 \$24.90 | 55058 \$26.47 | 56389 \$27.11 | 58188 \$27.98 | 59550 \$28.63 |

2006 Wage
Raise
3.575%
Includes
CPI Adjust
(0.325% over
Base of 3.25%)

[Signature]

2007 SALARY SCHEDULE WITH CPI ADJUSTMENT 11/9/2006

| JOB GROUP | 1ST YEAR | 3RD YEAR | 5TH YEAR | 10TH YEAR | 15TH YEAR | 20TH YEAR | 25TH YEAR | 30TH YEAR |
|----------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| I Lab PT Disp | 33030 \$15.88 | 35360 \$17.00 | 37773 \$18.16 | 39166 \$18.83 | 41330 \$19.87 | 42973 \$20.66 | 44450 \$21.37 | 16030 \$22.13 |
| II MEO SK Lab PT Disp | 35963 \$17.29 | 38626 \$18.57 | 41267 \$19.84 | 42619 \$20.49 | 45261 \$21.76 | 46634 \$22.42 | 48547 \$23.34 | 49650 \$23.87 |
| III HEO 1 | 38230 \$18.38 | 41080 \$19.75 | 43950 \$21.13 | 45365 \$21.81 | 48027 \$23.09 | 49546 \$23.82 | 51189 \$24.61 | 52894 \$25.43 |
| IV HEO 2 Welder | 39915 \$19.19 | 42848 \$20.60 | 45760 \$22.00 | 47050 \$22.62 | 50315 \$24.19 | 51688 \$24.85 | 53373 \$25.66 | 55058 \$26.47 |
| V Mech | 40768 \$19.60 | 43742 \$21.03 | 46675 \$22.44 | 48048 \$23.10 | 51272 \$24.65 | 52645 \$25.31 | 54392 \$26.15 | 56222 \$27.03 |
| VI F1 Sr. Mech | 41642 \$20.02 | 44595 \$21.44 | 47528 \$22.85 | 48963 \$23.54 | 52229 \$25.11 | 53581 \$25.76 | 54309 \$26.11 | 57450 \$27.62 |
| VII S/W OP | 42307 \$20.34 | 45698 \$21.97 | 48194 \$23.17 | 49508 \$23.85 | 52894 \$25.43 | 54264 \$26.08 | 56118 \$26.98 | 58136 \$27.95 |
| VIII F2 Asst. Gold Sr. S/W | 42931 \$20.64 | 45906 \$22.07 | 48880 \$23.50 | 50274 \$24.17 | 53581 \$25.76 | 54933 \$26.41 | 56805 \$27.31 | 58219 \$27.99 |
| IX High Sup | 46467 \$22.34 | 49379 \$23.74 | 52374 \$25.18 | 53747 \$25.84 | 57138 \$27.47 | 58510 \$28.13 | 60403 \$29.04 | 61797 \$29.71 |

2008 SALARY SCHEDULE NO CPI ADJUSTMENT

| JOB GROUP | 1ST YEAR | 3RD YEAR | 5TH YEAR | 10TH YEAR | 15TH YEAR | 20TH YEAR | 25TH YEAR | 30TH YEAR |
|--------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| I | 34112 \$16.40 | 36504 \$17.55 | 38250 \$18.75 | 40435 \$19.44 | 42682 \$20.52 | 44366 \$21.33 | 45906 \$22.07 | 47528 \$22.85 |
| II | 37128 \$17.85 | 39874 \$19.17 | 42619 \$20.49 | 44013 \$21.16 | 46738 \$22.47 | 48152 \$23.15 | 50128 \$24.10 | 51272 \$24.65 |
| III | 39478 \$18.98 | 42411 \$20.39 | 45386 \$21.82 | 46842 \$22.52 | 49587 \$23.84 | 51147 \$24.59 | 52853 \$25.41 | 54621 \$26.26 |
| IV | 41205 \$19.81 | 44242 \$21.27 | 47258 \$22.72 | 48589 \$23.36 | 51958 \$24.98 | 53373 \$25.66 | 55099 \$26.49 | 56846 \$27.33 |
| V | 42099 \$20.24 | 45156 \$21.71 | 48194 \$23.17 | 49608 \$23.85 | 52936 \$25.45 | 54350 \$26.13 | 56160 \$27.00 | 58053 \$27.91 |
| VI | 42994 \$20.67 | 46051 \$22.14 | 49067 \$23.59 | 50565 \$24.31 | 53934 \$25.93 | 55328 \$26.60 | 56077 \$26.96 | 59322 \$28.52 |
| VII | 43680 \$21.00 | 47174 \$22.68 | 49754 \$23.92 | 51230 \$24.63 | 54621 \$26.26 | 56014 \$26.93 | 57949 \$27.86 | 60029 \$28.86 |
| VIII | 44325 \$21.31 | 47403 \$22.79 | 50461 \$24.26 | 51938 \$24.97 | 55328 \$26.60 | 56722 \$27.27 | 58656 \$28.20 | 60112 \$28.90 |
| IX | 47923 \$23.04 | 50981 \$24.51 | 54080 \$26.00 | 55494 \$26.68 | 58989 \$28.36 | 60403 \$29.04 | 62358 \$29.98 | 63814 \$30.68 |

